CONTRACT #5 RFS # N/A FA # N/A

University of Tennessee Knoxville

VENDOR: UT Battelle



VICE PRESIDENT FOR STRATEGIC PLANNING AND OPERATIONS

July 8, 2008

RECEIVED

JUL 1 0 2008

Mr. Jim White
Executive Director
Fiscal Review Committee
320 Sixth Avenue, North – 8th Floor
Nashville, TN 37243-0057

FISCAL REVIEW

Dear Mr. White:

On November 1, 2001, the University of Tennessee and UT-Battelle, LLC entered into a Memorandum of Understanding acknowledging the state was funding a building on land owned by Oak Ridge National Laboratory (ORNL) to house the Joint Institute for Computational Sciences (JICS) and that the operating costs for this facility would be split between the University of Tennessee and UT-Battelle, LLC. The facility was built with state funds and first occupied in June 2004.

Because the facility is located on ORNL property, ORNL acquires the needed support services and bills the University for its' share of the operating costs, which includes administrative support personnel, computers, other supplies, travel, space, network and other infrastructure charges. I am submitting for the committee's review a contract amendment between UT and UT-Battelle, LLC for the university's share of the operating expenditures.

The amendment before the committee is the fourth to a contract that had an original effective date of July 1, 2006. The proposed amendment of \$456,000 provides fifteen months of service. This contract is a continuation of services that the Fiscal Review Committee last reviewed on March 3, 2007.

If you have questions or need additional information, please let me know.

Sincerely,

Sylvia Mauis

Sylvia Shannon Davis
Vice President for Strategic Planning & Operations

Attachment

c: Dr. John D. Petersen

Dr. Jan Simek Ms. Denise Barlow

Mr. Anthony Haynes

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									104	575	<u>;</u>	
State Age	ency					State A	genc	y Di	vision			
Universi	ity of Tenn	essee				KNOX'	VILLI	E				
Contract	or Name		****			Contrac	tor I	D#	(FEIN or SSN)			
UT Batte	elle					C-	or		V-			
1	Descriptio											
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Con	tract BEG	SIN Date	C	Contract END D	ate	Subre	ecipi	ent o	or Vendor?		c	FDA#
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Allotme		Cost Cent	er	Object Code		nd	<u> </u>	und	ing Grant Cod	ie	Funding	Subgrant Code N/A
332	.,	N/A	<u>,l</u>	N/A	N/		<u> </u>		N/A		TOTAL	Contract Amount
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2007	ļ							,				245,000.00
2007								\$	45,000		\$	
2007								\$	105,000	0.00	\$	350,000.00
2008								\$		-	\$	350,000.00
2009								\$	456,000	.00	\$	806,000.00
			,								\$	
TOTAL:	\$	-	\$	<u>-</u>	\$		-	\$	806,000		\$	806,000.00
— C		FOR AMEND		······································	State Ag	ency Fis	cal C	ont	act & Telepho	ne#		
FY		Contract & mendments	THIS	Amendment ONLY			Syl	via S	hannon Davis, 8	65-97	·4-2244	
2007	\$	350,000.00			State Ag	ency Bu	dget	Offi	cer Approval			
2008	\$	-				\	/P fo	r Str	ategic Planning	3 & O	perations	:
2009			\$	456,000.00					a.og.o r .a			
					a balance i	in the appr	opriat	tion f	fication, required rom which the ob nbered to pay ob	oligate	d expendit	-5113, that there is ure is required to be usly incurred)
TOTAL:	\$	350,000.00	\$	456,000.00						•		
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X		petitive Negotia			on w/ Gove							
Procurem	ent Proce	ss Summary	(complet	te for Alternative !	Method, Co	mpetitive N	legoti	ation	, Non-Competitiv	ve Ne	gotiation, C	OR Other)
be built on C	RNL land.	standing in place The management nance cost of the	ent of the	facility is handled	nnessee ful by UT Batte	nded facilit elle and th	y, the us a s	Join sole s	t Institute of Corr ource agreemen	nputati it is ne	ional Scien cessary to	nces (JINS) would share in the

THE UNIVERSITY OF TENNESSEE REQUEST: NON-COMPETITIVE AMENDMENT

APPROVED:	
UT System Office Approval	Date

	EACH	REQUEST ITEM BELOW MUS	<u>I</u> BE DETAILED OR ADDRESSED <u>AS F</u>	REQUIRED.
1)	UT Tracking Number:			
2)	Campus/Institute Name:	Knoxville Campus		
		EXISTING CO	ONTRACT INFORMATION	
3)	Short Description:	Amend contract for JICS	and JICS Building admin and operat	ing costs.
4)	Proposed Vendor:	Name:	UT-Battelle	
		Vendor Number:		
		Vendor ID:		
5)	Contract #	104575		
6)	Contract Start Date:			July 1, 2006
7)	Current Contract End Da	te IF <u>all</u> Options to Extend	the Contract are Exercised:	6/30/2008
8)	Current Total Maximum C	Cost IF <u>all</u> Options to Exten	d the Contract are Exercised:	6/30/2008
		PROPOSED AN	ENDMENT INFORMATION	
9)	Proposed Amendment #			4
10)	<u>Proposed</u> Amendment Ef	ffective Date:		7/01/2008
11)	Proposed Contract End D	Date IF all Options to Exten	d the Contract are Exercised:	9/30/2008
12)	Proposed Total Maximum	n Cost IF <u>all</u> Options to Ext	end the Contract are Exercised:	\$806,000
13)	Approval Criteria: (select one)	use of Non-Competitive	Negotiation is in the best interest	of the university
		only one uniquely qualif	ied service provider able to provider	de the service
14)	Description of the Propos	sed Amendment Effects &	Any Additional Service	

Amendment will extend the agreement until 9/30/2009 and raise the cost ceiling by \$456,000

15) Explanation of Need for the Proposed Amendment:

UT still shares the building, and the old contract is expiring.

16) Name & Address of Vendor/Contractor's Current Principal Owner(s): (not required if proposed contractor is a state education institution)

UT-Battelle, PO Box 2008, Oak Ridge, TN 37831-6261

- 17) Documentation of Office for Information Resources Endorsement: N/A (required only if the subject service involves information technology)
- Documentation of Department of Personnel Endorsement: N/A (required only if the subject service involves training for state employees)
- Documentation of State Architect Endorsement: N/A (required only if the subject service involves construction or real property related services)
- 20) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives :

The JICS Building is located within the Oak Ridge National Lab, and relies on their infrastructure. There are no alternatives

21) Justification for the Proposed Non-Competitive Amendment:

This amendment will extend the performance period through the end of Federal FY 09, and add enough money to cover costs through that time. This contract covers UT's share of the costs for operation of the JICS Building. It is located within the Oak Ridge National Lab and utilizes the infrastructure that is already in place. There are no other option to acquire these services from anyone else

THE UNIVERSITY OF TENNESSEE CONTRACT AMENDMENT

This amendr	nent is to the contract between t	he University of Tennessee (hereinafter University and
UT-Battelle		(hereinafter Contractor), which Contract was signed by the
Iniversity on	9/29/2007	
This Contrac	t amendment consists of this co	ver page, the University's Standard Terms and Conditions and
по	additional pages.	
	additional pages.	
By mutual ag	greement, the University and the	Contractor agree to the following amendment:
amond contract # 1014	160 to extend contract period to Sent	tember 30, 2009 for the University's share of administrative and ences (JICS) and the JICS Building. The current contract ends
he contract ceiling am	nount will be raised by \$456,000 to a	new total ceiling amount of \$806,000.
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		•
n witness of their act	ceptance of the terms of this agreatives.	eement, the parties have had this Contract executed by their duly
OR CONTRACTOR		FOR UNIVERSITY:
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A CALCALO		VC for Finance & Admin Department Name
Winter Albana	137,000	
rinted Name		Department Name
rinted Name		Department Name E010135003 - JICS Building Admin Responsible Account (if applicable)
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itle		Department Name E010135003 - JICS Building Admin Responsible Account (if applicable) Administrative Signature (optional)
itle T-Battelle, LLC		Department Name E010135003 - JICS Building Admin Responsible Account (if applicable)
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itle T-Battelle, LLC Address	261	Department Name E010135003 - JICS Building Admin Responsible Account (if applicable) Administrative Signature (optional) Administrative Printed Name Authorized Official Signature Authorized Official Name (printed)

STANDARD TERMS AND CONDITIONS

- The University is not bound by this Contract until it is approved by the appropriate University official(s) indicated on the signature page of this Contract
- This Contract may be modified only by a written amendment which has been executed and approved by the appropriate parties as indicated on the signature page of this Contract
- 3. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the University.
- 4 Unless otherwise indicated on the reverse, if this Contract provides for reimbursement for travel, meals or lodging, such reimbursement must be made in accordance with University travel policies
- The Contractor warrants that no part of the total Contract amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to Contractor in connection with any work contemplated or performed relative to this Contract, and that no employee or official of the State of Tennessee holds a controlling interest in the Contractor. If the Contractor is an individual, the Contractor certifies that he/she is not presently employed by the University or any other agency or institution of the State of Tennessee; that he/she has not retired from or terminated such employment within the past six months; and that he/she will not be so employed during the term of this Contract.
- 6. The Contractor shall maintain documentation for all charges against the University under this Contract. The books, records and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment, and shall be subject to audit, at any reasonable time and upon reasonable notice, by the University or the Comptroller of the Treasury, or their duly appointed representatives. These records shall be maintained in accordance with generally accepted accounting principles.
- No person on the grounds of disability, age, race, color, religion, sex, national origin, veteran status or any other classification protected by Federal and/or Tennessee State constitutional and/or statutory law shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract. The Contractor shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to all employees and applicants, notice of nondiscrimination.
- The Contractor, being an independent contractor agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all taxes incident to this Contract. The University shall have no liability except as specifically provided in this Contract.
- 9. The Contractor shall comply with all applicable Federal and State laws and regulations in the performance of this Contract
- This Contract shall be governed by the laws of the State of Tennessee, which provide that the University has liability coverage solely under the terms and limits of the Tennessee Claims Commission Act
- The Contractor shall avoid at all times any conflict of interests between his/her duties and responsibilities as a Contractor and his/her interests outside the scope of any current or future Contracts. The following principles define the general parameters of a conflict of interests prohibited by the University:
 - a A Contractor's outside interests shall not interfere with or compromise his/her judgment and objectivity with respect to his/her duties and responsibilities to the University
 - b. A Contractor shall not make or influence University decisions or use University resources in a manner that results in:
 - Financial gain outside any current or future Contracts for either the Contractor or his/her relatives or
 - Unfair advantage to or favored treatment for a third party outside the University
 - c. A Contractor's outside financial interests shall not affect the design, conduct, or reporting of research.

The Contractor certifies that he/she has no conflicts of interests and has disclosed in writing the following:

- a. Any partners or employees of the Contractor who are also employees of the University
- b Any relatives of the Contractor's partners or employees who work for the University.
- Any outside interest that may interfere with or compromise his/her judgment and objectivity with respect to his/her responsibilities to the University
- If the Contractor fails to perform properly its obligations under this Contract or violates any term of this Contract, the University shall have the right to terminate this Contract immediately and withhold payments in excess of fair compensation for completed services. The Contractor shall not be relieved of liability to the University for damages sustained by breach of this Contract by the Contractor
- It is understood by the Contractor that the University will possess all rights to any creations, inventions, other intellectual property, and materials, including copyright or patents in the same, which arise out of, are prepared by, or are developed in the course of the Contractor's performance under this Contract. The Contractor and the University acknowledge and agree that the Contractor's work under this Contract shall belong to the University as "work-made-for-hire" (as such term is defined in U.S. Copyright Law)
- 14. For personal, professional, and consultant services the Contractor shall submit brief, periodic progress reports to the University as requested
- In compliance with the requirements of Chapter 878, Public Acts of 2006 of the State of Tennessee, for any contract for goods or services purchased by the University, the Contractor hereby attests that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performances of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the United States in the performance of the Contract.

THE UNIVERSITY OF TENNESSEE

CONTRACT AMENDMENT

Tils amenāme	ns in to the contract between the Ut	tiversity of Temposee (hereinster University) and
UT-Ballelle		which Contract was signed by the University on 3/19/07
This Contract dditional pages.	amendment consists of this cover ;	page, the University's Standard Terms and Conditions (on reverse), and NC
By mutual agr	coment, the University and the Cor	is suffering to the following amondinant:
Amend c		ntract period to June 30, 2008 for administrative costs of
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Leni Chick

From: McNeil, Diane G [mcneild@tennessee.edu]

Sent: Tuesday, August 05, 2008 11:38 AM

To: Leni Chick

Subject: FW: UT Battelle for JICS

This should answer the question. Here it is! Amendment #101469

Diane G. McNeil
Administrative Coordinator
Office of the VP for Strategic Planning and Operations
809 Andy Holt Tower
Knoxville, TN 37996-0180
Phone: 865-974-8036
Fax: 865-974-9580



GENERAL ASSEMBLY OF THE STATE OF TENNESSEE FISCAL REVIEW COMMITTEE

320 Sixth Avenue, North – 8th Floor NASHVILLE, TENNESSEE 37243-0057 615-741-2564

Rep. Charles Curtiss, Chairman

Representatives

Curt Cobb Curtiss Johnson

Gerald McCormick

Mary Pruitt Craig Fitzhugh, ex officio

Craig Fitznugn, ex officio Speaker Jimmy Naifeh, ex officio

Sen. Douglas Henry, Vice-Chairman

Senators

Reginald Tate

Jamie Woodson

Doug Jackson Bill Ketron

Paul Stanley

Randy McNally, ex officio

Lt. Governor Ron Ramsey, ex officio

MEMORANDUM

TO:

The Honorable Dave Goetz, Commissioner

Department of Finance and Administration

FROM:

Charles Curtiss, Chairman, Fiscal Review Committee

Bill Ketron, Chairman, Contract Services Subcommittee

DATE:

March 3, 2007

Donna Rowland

David Shepard

Curry Todd

Eddie Yokley

SUBJECT:

Contract Comments

(Contract Services Subcommittee Meeting 2/26/07)

RFS# N/A

Department: University of Tennessee/Knoxville Campus

Contractor: UT-Battelle, LLC

Summary: The operating costs of this facility are split between the State and UT-Battelle. Oak Ridge National Laboratory acquires the necessary support services and bills the University for its portion of the operating costs. This amendment increases the maximum liability by \$105,000 to cover operating costs due to increased program activity at the facility. The term of the contract remains the same, effective through June 30, 2007.

Maximum liability: \$245,000

Cumulative maximum liability: \$350,000

After review, the Fiscal Review Committee voted to recommend approval of the contract amendment.

cc: Dr. John Petersen, President, University of Tennessee Ms. Sylvia S. Davis, Vice President for Administration & Finance

9802/

THE UNIVERSITY OF TENNESSEE CONTRACT AMENDMENT

UT-Battella		(hereinafter Contractor), which Contract was signed by the
Iniversity on	10/11/06	· · · · · · · · · · · · · · · · · · ·
This Contract no	amendment consists of this additional pages.	cover page, the University's Standard Terms and Conditions and
By mutual agr	eement, the University and t	the Contractor agree to the following amendment:
mend Contract #97955	to increase the maximum liabil eriod February 1, 2007 through	Ith, white and the life of the
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All other terms	remain unchanged.	
	•	greement, the parties have had this Contract executed by their duly
witness of their acception	•	greement, the parties have had this Contract executed by their duly FOR UNIVERSITY:
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witness of their acceptionized representation CONTRACTOR: SiACL Contracts pressure isa K. Brown ned Name enior Contracts T-Battelle, LLC iress O Box 2008	ptance of the terms of this agrees. AATV Administrator	Vice Chancellor for Finance & Administration Department Name E010135003-JICS Bidg Admin Responsible Account (if applicable) Administrative Signature (optional) Administrative Printed Name Authorized Official Signature

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- 4. Unless otherwise indicated on the reverse, if this Contract provides for reimbursement for travel, meals or lodging, such reimbursement must be made in accordance with University travel policies.
- 5. The Contractor warrants that no part of the total Contract amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to Contractor in connection with any work contemplated or performed relative to this Contract, and that no employee or official of the State of Tennessee holds a controlling interest in the Contractor. If the Contractor is an individual, the Contractor certifies that he/she is not presently employed by the University or any other agency or institution of the State of Tennessee; that he/she has not retired from or terminated such employment within the past six months; and that he/she will not be so employed during the term of this Contract.
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- 8. The Contractor, being an independent contractor, agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all taxes incident to this Contract. The University shall have no liability except as specifically provided in this Contract.
- 9. The Contractor shall comply with all applicable Federal and State laws and regulations in the performance of this Contract.
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 - B. A Contractor shall not make or influence University decisions or use University resources in a manner that results in:
 - Financial gain outside any current or future Contracts for either the Contractor or his/her relatives or
 - Unfair advantage to or favored treatment for a third party outside the University.
 - C. A Contractor's outside financial interests shall not affect the design, conduct, or reporting of research.

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- B. Any relatives of the Contractor's partners or employees who work for the University.
- C. Any outside interest that may interfere with or compromise his/her judgment and objectivity with respect to his/her responsibilities to the University.
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- 13. It is understood by the Contractor that the University will possess all rights to any creations, inventions, other intellectual property, and materials, including copyright or patents in the same, which arise out of, are prepared by, or are developed in the course of the Contractor's performance under this Contract. The Contractor and the University acknowledge and agree that the Contractor's work under this Contract shall belong to the University as "work-made-for-hire" (as such term is defined in U.S. Copyright Law).
- 14. In compliance with the requirements of Chapter 878, Public Acts of 2006 of the State of Iennessee, for any contract for goods or services purchased by the University, the Contractor hereby attests that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performances of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the United States in the performance of the Contract.